

# Waukee Community School District

2018-2019

## CONTRACT WITH SUPERINTENDENT

Document: Contract with Superintendent

MCDONALD, CYNTHIA F

Issued By: Waukee Community School District on 7/18/2018

It is hereby agreed by and between the Board of Education of the Waukee Community School District located in Dallas County in the State of Iowa (hereinafter called the "Board") and the employee listed above as Associate Superintendent/Superintendent of said District for a 3-year period commencing on July 1, 2017.

WITNESSETH, in consideration of an annual salary of listed in the position information section below to be paid for the first one-year period, and a salary to be fixed by the Board of Directors to be paid in each of the remaining years of this contract.

For such consideration, the superintendent agrees to perform the duties of the Superintendent, serve as executive officer of the Board, and to have powers and duties as may be prescribed by the Board or law.

### AND IT IS FURTHER AGREED:

1. That the Superintendent, as the executive officer of the Board, shall perform such duties and have such powers as may be prescribed by the board or by law, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this shall not prevent the Board from taking immediate action on matters before the Board if the Board desires.
2. That days designated as holidays by the Board shall be regarded as days of service subject to the rules of payment of such days and the policies of the school district.
3. That the Superintendent shall be allowed a vacation of 25 days of each year exclusive of legal holidays, the time of such vacations to be mutually agreed upon by the Superintendent and the Board. In the event this contract terminates prior to its termination date, the Superintendent shall receive pay for vacation days accumulated and unused for the preceding year and on a pro-rata basis for the part of the year in which the contract terminates. The superintendent may elect to receive payment in lieu of time off for up to 10 days of vacation each contract year. The superintendent shall notify the Chief Financial Officer in writing prior to July 1 of her election to receive such payment.
4. That deductions for absence for which pay is not allowed shall be made in an amount equal to 1/260th of the annual salary for each day of absence.
5. That if said Superintendent is lawfully discharged or is released by mutual agreement before the completion of said term, final settlement shall be made so the total amount which the Superintendent shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
6. That the Superintendent shall furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent in the State of Iowa and shall present the certificate to the Board Secretary before receiving payment for any part of the annual salary.

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### Position Information

Position:	SUPERINTENDENT	Start Date:	07/01/2018	End Date:	06/30/2019	Amount:	\$204,000.00
		Days:	260				
		FTE:	1.0000				
		Type:	Superintendent Contract				

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7. That this contract shall be invalid if the Superintendent is under contract with another board of directors in the State of Iowa covering the same period of time.
8. That the Superintendent shall receive family health, dental and long-term disability insurance. The Superintendent shall receive group term life insurance in the amount equal to the salary amount of this agreement.
9. The Board shall contribute into a tax-sheltered annuity on file with the District and for the benefit of the Superintendent, an annual, non-elective contribution by the Board in the amount of \$20,000, subject to the applicable provisions of 403(b). Such contribution may be made in monthly amounts beginning with the first month of service under this contract and shall be in addition to the salary specified in the contract and not in lieu thereof.
10. That the Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various positions within the school district and shall recommend for employment to the Board.
11. That the Superintendent hereby agrees to devote full time, skill, labor and attention to said employment during the term of this contract. Provided, however, that the Superintendent, without the approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations up to a maximum of 5 days.
12. That the Superintendent agrees to have an annual medical comprehensive examination prior to August 15th of each contract year. A resulting statement certifying the physical competency of the Superintendent to perform his/her duties shall be filed with the Secretary of the Board of Education and treated as confidential information by the Board. The cost of said medical examination not paid by the health insurance policy will be paid by the District.
13. That the Board shall provide the Superintendent with periodic opportunities to discuss Superintendent/Board relationships and to discuss the Superintendent's personal records and performance at reasonable times set by the Superintendent and the Board President. The Superintendent shall be formally evaluated by the Board on an annual basis. The evaluation form and procedures shall be adopted by the Board following their review and discussion with the Superintendent.
14. That the Board, at the request of the Superintendent and in accordance with the provisions of the Internal Revenue Code and Section 294.16 or 509A.12 of the Code of Iowa and related statutory tax law, shall withhold and transfer an amount of salary, said amount to be determined by the Superintendent, permitting the Superintendent to participate in accordance with applicable statutes, if so desired, in a tax-deferred annuity program of the Superintendent's choosing.
15. The Superintendent shall also be authorized for personal expense incidental to the travel when an itemized statement of travel and expense is submitted to the Board, and the expenditure is approved by the Board.
16. That the Superintendent may maintain membership in appropriate school administrative associations in order to benefit from the counsel and in-service opportunities provided by those organizations which, ultimately, is of direct benefit in the administration of the Waukee Community School District. The Board shall pay professional dues for the Superintendent up to the actual cost of membership in School Administrators of Iowa and The American Association of School Administrators.
17. That the Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for actual expense in carrying out professional activities in accordance with the adopted line item budget and when an authorized statement is submitted and approved by the Board.

THIS CONTRACT shall be without force and effect unless it is in the hands of the Board bearing the signature of said Superintendent and the President of the Board within 21 days of the contract issue date listed above.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names on dates as set opposite our names:



Employee Signature

Date

Susan Bunz

President, Board of Directors

7/18/2018

Date

Accepted Signed On: 7/25/2018 2:32:08 PM